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SECTION 1.0 – EXECUTIVE SUMMARY

1.1 AUTHORITY: The Enhanced Used Leasing (“EUL”) process is provided under the authority of Title 10, United States Code, and Section 2667, as amended. This authority allows for military installations to outlease land and facilities to a private or public entity. Specifically, installations can, among other things: 1) outgrant for other types of mission functions; 2) enter into long-term or short-term leases, providing greater flexibility for facility reuse; and 3) receive no less than fair market rental, in cash or in-kind, as consideration for the leased property.

1.2 NATIONAL GUARD BUREAU (NGB): The National Guard Bureau is the oldest component of the United States armed forces. Every state and territory has its own Guard as provided by the Constitution of the United States.

1.3 FLORIDA ARMY NATIONAL GUARD (FLARNG):

In the State of Florida, the National Guard Bureau is represented by the Air National Guard and the Army National Guard. The subject facility is part of the Florida Army National Guard, which is located principally in St. Augustine, Florida, but maintains training facilities further south between the cities of Ft. Lauderdale and Miami.

1.3.1 VISION: The Snake Creek Readiness Center is envisioned to be a modern, state-of-the-art training facility for FLARNG to serve southern Florida area. The HHC 1-124th Infantry, Ballard, Miami Armory and CO C 1-124th Infantry are currently located in Hollywood, Florida. The facilities are inadequate to fully support the assigned units due to the lack of parking, storage and training areas. The units' ability to meet their readiness, recruiting and retention, and training objectives will continue to be adversely affected if the personnel are not provided with adequate facilities. The lack of adequate classrooms, supply rooms, arms vaults, showers, kitchen facilities, and parking areas adversely affect the training and quality of life of current units and make meeting their mission essential training requirements difficult if not impossible. The Snake Creek site was selected for the development of a modern training facility to serve the needs of the FLARNG.

1.3.2 FACILITY: The site on which the Training Center is located was originally a portion of the Everglades wetland area. After the Snake Creek canal was installed to drain the wetlands in 1952, the property laid fallow until the property was utilized by the United States Air Force as a Nike Hawk air defense missile site during and following the Cuban Missile Crisis (1962-1979). After deactivation as a Hawk Missile Site, the facility was deeded to the Army National Guard as a weekend training site. The site has been unoccupied since that time.

1.3.3 MISSION: The mission for NGB is to organize able-bodied citizens into militias. The Snake Creek site provides a southern Florida location as a training facility in the preparation of militias. The 200 Acre +/- southern portion of this site,

located south of Snake Creek, is to be retained for development of a NGB training facility. The northern portion 100 +/- acres is to be outgranted for private development.

1.3.4 SNAKE CREEK SITE/LOCATION: The goal of this project is to find alternative uses and other compatible uses for approximately 100 acres, more or less, on the Snake Creek FLARNG site. The proposed 100 +/-acre Snake Creek EUL site is bound by the Snake Creek Canal on the south side; vacant land on the east and north sides; and Flamingo Road on the west side.

The surrounding land use is mixed residential land and vacant land. The land immediately surrounding the Snake Creek site is heavily urbanized to the east and south of the site, with a mixture of commercial buildings and residential housing. A trailer court bounds the property to the east, and there is a regulated landfill approximately ½ mile to the northeast of the site. A quarry is situated ¼ mile north, northeast of the site, residential housing lies across the street to the south of the property, and a golf course is located across the street to the southwest of the site.

1.4 BUSINESS OPPORTUNITY: FLARNG seeks to competitively select a private developer to lease a parcel of land and to develop research and development and office space. The successful private sector bidder will operate and maintain the facilities and provide in-kind consideration to the Army of no less than the fair market value of the leased assets. To these ends, FLARNG sees these private sector opportunities as compatible with the FLARNG mission and as an extension of FLARNG business objectives.

FLARNG believes there is a sizeable opportunity for FLARNG and a private sector developer/property manager to work together to receive significant benefits. Specifically, the private sector has the opportunity to receive a market rate return from development activities, leasing of rentable square footage, and continuing property management of real estate assets in exchange for service to FLARNG.

1.5 PROJECT SUMMARY

1.5.1 PROPERTY DESCRIPTION: The EUL project at FLARNG involves 100 +/- acres located roughly along Flamingo Road and north of Snake Creek Canal within the city of Miramar. The parent property contains 321.76 acres, and is known as the Army National Guard Snake Creek Training Site at Miramar, Florida in Broward County, Florida, on the Dade County line. The overall site is bounded by Honey Hill Road (NW 202nd Street) on the south, Flamingo Road (NW 67th Avenue) on the west, a residential area off Red Road (NW 47th Avenue) on the east and agricultural land south of Florida's Turnpike (State Road 821) on the north in Section 36, Township 51 South and Range 40 East.

The property available for lease is the portion that is situated on the north side of the Snake Creek Canal, which is known as Tract 100. The site address is Miramar/Snake

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Creek National Guard Reservation, Hollywood, Fl 33025 in Township 51 South, Range 40 East, Section 36 within Broward County, on the Dade County line.

The 100 +/- acre site is located between Red Road on the east, Flamingo Road to the west, the Snake Creek Canal along the southern property line and the Florida Turnpike to the north. This site contains a total of 107.83 acres. Approximately 11.31 acres of this site is now part of the Snake Creek Canal (a 260 foot right-of-way), resulting in an unencumbered acreage of 96.52 acres. The site is vacant, and features native brush cover over former pastureland.

The direct road frontage consists of 330 feet along the east side of Flamingo Road, which was recently approved by Broward County for widening to 4 lanes similar to its width north of the Florida Turnpike. The eastern portion of the property is also in the vicinity of Red Road and the Red Road/Florida Turnpike (State Road 821) Interchange.

The City of Miramar's Comprehensive Plan includes mixed-use development designations immediately adjacent to the subject property. Broward County's population has reportedly increased at a rate of 2.9% per year between 1990 and 2000. In the same period the per capita and household income rose over 36%. All of these factors indicate that Broward County is still growing, and the economy is expanding.

The subject locality is Miramar, Florida, one of the 30 communities in Broward County. Miramar is situated at the south end of the county, abutting the Dade County Line. Miramar's 2000 population was 72,739 persons, up 79% from the 1990 population. Therefore, Miramar's growth rate is over twice the growth rate for Broward County. The median household income is \$58,324, and is above the median household income for Broward County. The City of Miramar is a growth leader in a county that is part of one of the nation's largest Metropolitan Statistical Areas.

The west side of Miramar is a rapidly growing residential neighborhood, which serves as a "bedroom community" for Miami, Hollywood and Fort Lauderdale.

FLARNG will select a developer based on an objective best value determination considering only the information submitted in response to this solicitation.

1.5.2 PROJECT GOALS: The Army is seeking a prospective private sector developer and property manager (hereafter "Developer") to participate in the development, maintenance and management of research and development and office space land uses. Upon selection of a Developer, the Army and the Developer will work together to develop a Business and Leasing Plan (hereafter "Plan") for leasing and development of the property described in Section 1.5.1. The Developer selected will be expected to thoroughly, creatively, and professionally identify issues, analyze solutions, and determine entrepreneurial processes to ensure the successful implementation of the Plan.

The goals of the project are to:

- 1) Create a controlled buffer for NGB Training site;
- 2) Optimize Snake Creek to support NGB mission;
- 3) Underwrite NGB's need for modern training facilities in Southern Florida;
- 4) Allow NGB to utilize in-kind consideration and/or cash generated by the project to further enhance the quality of training provided; and
- 5) Employ the best commercial practices to the benefit of both the Army and the Developer.

1.5.3 PROJECT CONCEPT: The Department of the Army proposes to lease the above-described land to the Developer for a term in line with the proposed development, but in no event to exceed 50 years. The Developer will finance, plan, construct, operate and manage the buildings to be developed and described above for the term of the lease and receive market rents from tenants. In addition, the Developer will provide FLARNG in-kind consideration equal to no less than the fair market value of the leased asset.

1.5.4 BUSINESS AND LEASE PLAN: The Plan will provide details regarding the financing strategies, lease terms and conditions, development scope, use restrictions, property and asset management procedures, terms and conditions for in-kind consideration, and other matters agreed upon by the Developer and the Army. Upon completion of the Plan and final approval by the Army, a lease and other transfer documents will be negotiated by FLARNG and the Developer to implement the Plan, or portions thereof. The decision to implement the Plan will be made by the Army at its discretion. If potential development opportunities are identified during the planning process that cannot be accommodated under the leasing authority, the Developer and FLARNG will, if feasible, discuss implementation through alternative authorities.

In no event will the Army be responsible for the payment of any fees or have any liability to the Developer for the Plan or work product generated in developing the Plan should the plan not be acceptable.

It should be noted, the Army and FLARNG have set the following objectives for this project:

- To maintain positive relations with the communities surrounding the property.
- To successfully integrate development activities with cultural resources and environmental policy management requirements in support of the mission of FLARNG.
- To successfully blend development activities into the naturalistic setting with as little visual impact above ground as possible for the surrounding communities.

- To employ the best commercial practices to the benefit of both the Army and the Developer.
- To find uses for FLARNG assets that are compatible with the requirements and mission of FLARNG.

The Army believes that these goals, concepts, and objectives can best be achieved by working with the Developer to develop the Plan for FLARNG. The valuable assets of this vacant site make this initiative a valuable opportunity for a world-class Developer to participate in this EUL opportunity.

1.5.5 DEVELOPMENT PROCESS: Upon selection of the Developer, the Army and the Developer will work cooperatively to develop a Plan that will be implemented through a lease or leases for selected real estate assets of the FLARNG. The Developer will be responsible for drafting the Plan. The Army and its advisors will review this Plan. It should be noted that the Army has final approval of the Plan. In addition, the Plan will be subject to review by local government stakeholders.

1.5.6 FLARNG PARTICIPATION: It is anticipated that FLARNG will participate in the project in the following ways:

- FLARNG has made a specific tract of land available for lease. The Developer and the Army will cooperatively create a Business and Leasing Plan and jointly determine potential uses for the property in accordance with Broward County and City of Miramar, Florida land use and zoning regulations.
- FLARNG will receive in-kind consideration from the Developer at least equal to the fair market value of the leased assets. The form, amount, and timing of the in-kind consideration will be defined in the Business and Lease Plan.
- The Army may request the right of first refusal for themselves or current FLARNG tenants to lease space in the buildings after construction is completed. If the Army exercises this right, it will negotiate rent payments for the lease space accordingly.
- FLARNG has approval right for all subleases or tenants. Such subleases shall not conflict with the FLARNG mission.

1.6 EVALUATION CRITERIA: Applications will be evaluated on the basis of the following criteria. A complete explanation of the criteria can be found at Section 3.9.

1.6.1 EXECUTIVE SUMMARY: Describes and provides documentation of the applicant's legal organizational structure, key people, insurance coverage, and past history. This section is meant to familiarize the Army with the applicant's organization, not to summarize the remaining sections of the proposal. The Executive Summary is not scored.

1.6.2 RELEVANT EXPERIENCE INCLUDING PAST AND PRESENT

PERFORMANCE: Considers the extent of the applicant's corporate and key personnel experience in successfully planning for and developing large complex projects, especially under a lease arrangement. The evaluation team may consider information about other projects performed by the Developer and identified through any and all means (relevant and recent), including but not limited to customer surveys and comments from Government agencies.

1.6.3 FINANCIAL: Considers the extent of the applicant's experience in dealing with financing of large, complex real estate projects, especially under a leasing arrangement. Additionally, the applicant's financial return expectations will be considered as well as the Developer's strategy to secure financing.

1.6.4 DEVELOPMENT PLAN: Considers the methodology and plan for the design and construction of the project.

1.6.5 PROPERTY MAINTENANCE/MANAGEMENT: Considers the ability and experience in managing, maintaining and leasing similar projects to private sector standards over an extended period of time. This feature is critical to the development's long-term viability.

1.6.6 CAPABILITY/QUALIFICATIONS: Considers the extent of the applicant's corporate and key personnel capability and qualification to provide the services required for planning and implementation of the project as well as the applicant's approach to the project.

1.6.7 ACHIEVEMENT OF ARMY GOALS, CONCEPTS AND

OBJECTIVES: Considers the extent to which the applicant's approach indicates an understanding of the Army's goals, concepts and objectives, as described in Section 1.5 of this NOL, and a realistic approach to accomplishing them.

1.6.8 EXPERIENCE IN COMMUNITY RELATIONS: Considers the extent of the applicant's experience in dealing with community relations in successfully completing major developments.

2.0 ENHANCED USE LEASING DESCRIPTION AND PERFORMANCE REQUIREMENTS

2.1 SUMMARY OF LEASING PROCESS: Following selection of the Developer, the Army and the Developer will work together to produce a Business and Leasing Plan (Plan) for FLARNG. The Army will issue a conditional Notice of Lease award to the Developer. In developing the Plan, the Army and the Developer will consult stakeholders within the community, as appropriate. Proposed uses for the leased land will be determined during the Plan development. The Army will work with the Developer in preparing a lease and other documents required to implement the Plan. An initial sample outline for contents of the Plan is as follows:

- A further description of the Army's goals, concepts and objectives for the leasing arrangement and methods for meeting them.
- Sources of capital, including debt and equity.
- Overall leasing and development schedule.
- Detailed leasing and development budget including operating pro forma and revenue pro forma for the term of the ground lease.
- Roles and responsibilities of the Army, FLARNG, and the Developer, including a description of any anticipated partnership or joint ventures by the Developer.
- Development plans and timelines, including drawings, floor plans, site plans, etc.
- A leasing plan setting forth-appropriate guidelines to ensure that all third party space leases are for uses compatible with FLARNG's military missions.
- Documents required to comply with the National Environment Policy Act and other applicable laws.
- Community relations plan.
- Detailed plan specifying the amount and timing for payment of in-kind consideration to FLARNG.
- A detailed description of any opportunities identified during the planning process that cannot be accommodated by the current lease authority, and, if feasible, a plan for proceeding under an alternative authority.

The Developer will prepare draft portions of the Plan for review by the Army and its advisors. The Army will work with the Developer to arrange for review by relevant stakeholders, including various constituencies with an interest in the project, both inside and outside the government.

At the end of the planning stage, the Plan and supporting documents will be submitted to Headquarters, Department of the Army (HQDA) for approval. If approved, the Army will execute lease arrangements and proceed with the project.

In the unlikely event that the Army and the Developer cannot agree on a Plan, implementing lease or other required documents, or if the Plan is not accepted by HQDA, the Army, at its option, may render this application process null and void, and direct the Developer to cease all work on the project. This can occur without giving rise to any right or claim by the Developer. Should this occur, the Army maintains the right, at no cost, to make full use of the Plan and to proceed to negotiate and work with other developers on this or similar projects.

2.2 LEASE PAYMENT PROVISIONS: The Developer will provide FLARNG with in-kind consideration and/or cash not less than the fair market value of the leased land. Details regarding these payments will be provided in the Plan.

2.3 UTILITIES AND SUPPORT SPACE: The Developer will be responsible for coordination of all utilities and support services used in the operation and management of the newly developed buildings and leased land.

2.4 PROPERTY MAINTENANCE/MANAGEMENT: The ability to properly maintain and manage the proposed project is critical to the development's long-term viability. The Developer, as a part of the Plan, shall work with the Army to develop a property maintenance/management program that meets all project goals. The Developer will have responsibility for all property maintenance and management items throughout the life of the project.

2.5 ENVIRONMENTAL CONSIDERATIONS: FLARNG will produce and make available a Phase I environmental site assessment report (Environmental Baseline Study) for the acreage included in the project. See Appendix B for the Environmental Baseline Survey.

2.6 DISPUTES: Any dispute concerning a question of fact or procedure arising under this application, which is not disposed of by agreement, shall be decided by the Army, who shall mail or otherwise furnish a written copy of the decision to the applicant.

3.0 APPLICATION SUBMISSION

3.1 PROVISIONS: Developers are required to comply with the following instructions while developing their proposal. Where instructions conflict and no order of precedence is specified, the most stringent requirement applies. A reference to, or direction to comply with, a particular paragraph shall include, as appropriate, all subparagraphs thereunder. Oral explanations or instructions given before the signing of the Lease will not be binding. Any written information concerning the application given to any prospective Developer will be furnished promptly to all other prospective Developers. If the information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Developer, the information shall be furnished as an amendment to the application. By submitting an application, applicant agrees to provide non-discrimination and Civil Rights assurances if applicable. Additional provisions the Developer should note include:

- The information provided by applicant may be used by the Army to conduct a comprehensive background and credit check.
- You may provide the facilities and services to the Army as agreed upon in the Plan and lease either directly or through subleases or concession agreements that have been reviewed and accepted by the Army.
- The right is reserved, as the interest of the Army may require, to reject at any time any and all applications, to select more than one applicant, to waive any informality in applications received, and to accept or reject any items of any applications unless such application is qualified by specific limitation.
- You may joint venture with another Developer(s). A joint venture (team arrangement) shall meet the following requirements:
 - All applications submitted by joint ventures must include an original of the executed joint venture agreement.

- Parties to the joint venture must sign the proposed Lease or Leases, as agreed to in the Plan. In the case of corporations that are joint venture entities, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, by so certifying in the joint venture agreement and by submitting a separate certification to the Army prior to Lease award. The joint venture must also provide a certificate, which identifies a single point of contact, i.e., a principal representative (by name) of the joint venture for purposes of resolution of lease matters and payment issues.
- BearingPoint is serving as an advisor (and has recused itself from this competition) to the Army on this project. All offerors must certify they are not using nor have they used BearingPoint to assist in the preparation of any proposal related to this project. (Conflict of Interest Certification form is included as Appendix A of this NOL.)
- The developer will be aware of , and agree to the payment of a transaction fee as a requirement of executing the ground lease at the time of the lease signing. The transaction fee will be calculated based upon a percentage fee, typically 4 to 5 percent, of the market value of the land lease and negotiated during the completion of the Business and Lease Plan.

3.2 CANCELLATION OF AVAILABILITY BY THE GOVERNMENT: The Government is sponsoring this leasing transaction solely for the purpose of achieving the goals established in the enabling legislation. While the Government intends to enter into a lease with the Developer, it is under no obligation to do so, and reserves the right to cancel this availability and reject all application submissions. The Government reserves the right to suspend or modify all aspects of this process and to waive informalities and minor irregularities in offers received where it is in the best interest of the Government to do so.

3.3 HOLD HARMLESS: By participating in the application process, Developers agree to hold the United States, its officers, employees, and advisors harmless from all claims, liabilities, and costs related to all aspects of this application. Under no circumstances shall the Government be liable for any real estate brokerage commissions, finder's fees, or other forms of compensation related in any way to activities undertaken by any person as a result of the submission of the NOL proposal.

3.4 AMENDMENTS TO APPLICATION PACKAGE: This application package may be amended by formal amendment document, letter, or facsimile. If this application is amended, then all terms and conditions, which are not modified, remain unchanged. Developers shall acknowledge receipt of any amendments to this application by the date and time specified in the amendment(s). Acknowledgment shall be made by signing and returning the amendment(s), or sending a letter or telegraphic acknowledgment.

3.5 INDUSTRY FORUM NOTICE TO APPLICANTS: An Industry Forum will be held on June 22, 2005 to discuss the approach to this transaction. Information (attendee list, presentations, questions & answers, etc.) on this industry conference will be available

on the following website: <http://eul.army.mil/SnakeCreek> within 3 days of the conclusion of the forum.

3.6 NOTICE OF ORAL PRESENTATIONS: Developers should note that they might be required to present their proposals orally to FLARNG and its advisors if they are included in the competitive range. If any oral presentation is required, it shall be limited to 60 minutes. During your oral presentation, be prepared to provide information concerning any aspect of the written proposal submitted. At the conclusion of your oral presentation, plan on approximately 30-45 additional minutes to respond to questions. Developers should be prepared to provide a pictorial representation of the project concept through the use of a rendering, sketch, photomontage, or other type of graphic media. The visual media will be used for illustrative purposes only and is not expected to be an exact or detailed representation of the project concept. The Army will provide an overhead projector, LCD data projector, and laptop with CD-ROM and Floppy disc compatibles. If you decide to use media other than what is provided, you must provide and set up the equipment yourself. Bring at least ten (10) complete sets of all overheads and any other handouts to your oral presentation. The time and date for this presentation will be scheduled individually with the Developer after the written proposal has been submitted and evaluated.

3.7 SUBMISSION OF APPLICATIONS: Offeror applications are due at 5:00 PM Eastern Time on the date specified on the project website <http://eul.army.mil/SnakeCreek>. The information below must appear in the lower left corner of Lease Application envelope.

Sealed Application for Lease of Real Property

Must be received NLT:

Time: 5:00 p.m. (EST)

Date: August 1, 2005

Project Name: Florida Army National Guard Snake Creek Project

8 original and 7 copies of Offeror applications, plus one electronic copy and modifications shall be submitted in sealed envelopes or packages addressed to the following:

U.S. Army Corps of Engineers (USACE)

Baltimore District

ATTN: Robert Penn, Real Estate Division

If hand delivered, to Office Location:

10 South Howard Street, Room 7620

Baltimore, MD 21201

If mailed, to Mailing Address:

SNAKE CREEK EUL – FINAL VERSION NOL

P.O. Box 1715, CENAB-RE
Baltimore, MD 21203-1715

In addition, the sealed envelopes or packages should be labeled with the Developer's name, address, contact person and time specified for receipt. Electronic, telegraphic, or facsimile offers and modifications will not be considered without express written authorization of USACE.

Any applications received after the time and date specified above will be rejected and returned to the applicant unopened.

3.8 SUBMITTAL ORGANIZATION: The Developer's proposal shall consist of eight original documents and seven copies with the sections below clearly labeled. The sections constitute the factors that will be evaluated, each weighted equally, excluding Section I, which will not be evaluated.

Application Submittal			
Section	Description of Factor	Number of Submittals	Page Limit¹ (8.5 x 11")
I	Executive Summary	Eight (8) original, 7 copies and one electronic copy ² to USACE	8 pages
II	Relevant Experience/Past and Present Performance	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
III	Financial	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
IV	Development Plan	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
V	Marketing Plan	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
VI	Property Maintenance/Management	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
VII	Capability/Qualifications	Eight (8) original, 7 copies and one electronic copy ² to USACE	10 pages
VIII	Achievement of Army Goals, Objectives and Concepts	Eight (8) original, 7 copies and one electronic copy ² to USACE	5 pages
IX	Experience in Community Relations	Eight (8) original, 7 copies and one electronic copy ² to USACE	5 pages
	TOTAL		78 pages

NOTES:

1. Any pages exceeding the limits set above will be destroyed and not evaluated. Supporting data such as mandatory forms, resumes, organizational charts, financial statements, *pro formas*, cost estimates, engineering calculations, photos, drawings and catalog cuts do not count against the page limits indicated above.
2. All sections should be submitted on the same disk/CD ROM.
3. All sections of the Application will be provided in a ten (10) font size or greater.

Developers shall mark all information that is proprietary and not releasable to the public as proprietary.

3.9 REQUIRED FACTOR SUBMISSION INFORMATION: Each section in your submission must include a description of your approach to the following factors. These factors comprise the minimum compliance with FLARNG and must be submitted in order for applications to be considered complete. It is the desire of FLARNG that applicants attempt to exceed these minimum requirements where possible. The Army reserves the right to evaluate and select applicants based upon an overall best value determination.

3.9.1 SECTION I – EXECUTIVE SUMMARY:

- The name, address, telephone, e-mail, and fax numbers of each principal, partner, and/or co-venturer participating on your team and the full contact information of the representative authorized to act on behalf of the team who will serve as the main POC for all communications relating to this application.
- Identification of any affiliation or other relationship between any of the members of the team responding to this application and any development company, parent company, or subsidiary.
- A description of your status (whether a corporation, a nonprofit or charitable institution, a partnership, a limited liability company, a business association, or a joint venture) indicating jurisdiction under whose law you are organized and operating, and a brief history of your organization and its principals.
- Date and location of establishment and the date of incorporation under the present name.
- Explanation of types of services your firm provides and how they relate to this application.
- Whether you (or team member) have ever been terminated for default, noncompliance, or non-performance on a contract or Lease. Provide a detailed description; and whether you (or team member), have been within the past five (5) years, in litigation, arbitration, or have had any judgments against you (or team member). Provide a detailed description.
- Indication of whether you ever maintained or currently maintain errors and omissions insurance and, if so, the amount of the coverage, deductible, and the carrier of the insurance.
- If your firm is a corporation, provide the following: 1) Articles of Incorporation and by-laws; 2) Names, addresses, dates of birth, and Social Security numbers of officers and participating principals; 3) Corporate resolution authorizing the proposed transaction; and 4) Summary of Corporate Activity.

- If your firm is a partnership/joint venture, provide the following:
1) partnership/joint venture agreement; 2) Names, addresses, dates of birth, and Social Security numbers of the partners and 3) each principal member's appropriate history and background, assigned areas of responsibility, and any legally enforceable agreements or other mechanisms that will be relied on to ensure the firm's successful long-term operation.
- If you are a sole proprietorship, provide Social Security number, date of birth, current address.

3.9.2 SECTION II - RELEVANT EXPERIENCE/PAST AND PRESENT PERFORMANCE:

3.9.2.1 RELEVANT PROJECT EXPERIENCE: Provide the following information on projects for which you (or team member) acted as prime developer. Identified projects must demonstrate an ability to perform a project of this magnitude and complexity.

- List of the major projects that you successfully completed or you have currently in progress covering the past ten (10) years. In the case of joint ventures, any principal member's project's over the past ten (10) years.
- For each project listed above please provide the following:
 - ♦ The name, address, type, cost (design and construction), and size (in gross square feet) of each project;
 - ♦ The name and address of the owner of each project;
 - ♦ No more than three (3) photos of each project (each photo not exceeding 8-1/2" by 11" in size) if available;
 - ♦ A description of how the project achieved an acceptable level of quality in the project planning, creation, design, and construction;
 - ♦ A description of project economics and finance including the following: 1) total development costs including hard and soft costs; 2) financing including debt and equity amounts and sources; 3) ownership structure including percentage of ownership by principal members; 4) economics of sharing arrangements between principal members or investors including identification of sources of return to the owners and investors.
 - ♦ A description of property management/maintenance services provided including scope of services and standards of performance
 - ♦ Your role and services provided for each project;
 - ♦ The name, current address, telephone e-mail, and fax numbers of a point of contact at the client or other stakeholder for each project (This individual must be familiar with the project and

the role of the applicant played in the project and will be able to respond to the Army inquiries); and,

- ♦ Any other pertinent information to sufficiently describe each project.

3.9.2.2 PAST AND PRESENT PERFORMANCE: Provide the name, address, email address, telephone and fax numbers of at least four (4) clients or other stakeholders for whom you (or each team member) have successfully developed projects within the past ten (10) years. In addition to clients, you are encouraged to provide the above information from other project stakeholders that you consider important to understanding the success of your work. References for the primary developer, any partners, sub-contractors, etc should clearly be identified as such. All contact information should be the most current and up-to-date available. The Army intends to contact all the references you list; your inclusion of the information requested above will be considered authorization to do so. These references should be able to assess the degree of client (or other stakeholder) satisfaction. Some of the factors that contribute to client satisfaction and what your references may be asked to discuss with respect to you formally are as follows:

- Quality of the working relationship with the client (the tenant and/or owner)
- Professionalism and integrity with which you conducted business
- Responsiveness to the client's needs and expectations
- Level of communication
- Value added to the project as the result of cost savings, favorable financing, positive asset management, etc.
- Delivery of the project within budget and on schedule
- Quality control of the project design and construction
- Other relevant aspects in the management of a project development for a client

List all material instances of litigation or formal Alternative Dispute Resolution (ADR) processes (e.g., binding arbitration) during the last ten (10) years and involving a claim in excess of \$50,000 to which each principal member has been a party relating to partnering and/or financial performance. For those matters involving a claim equal to or in excess of \$500,000, provide a detailed description of the litigation or ADR process.

3.9.3 SECTION III – FINANCIAL: (Note: All financial data clearly marked as proprietary will be held in confidence):

- Provide Dunn & Bradstreet numbers for all team member companies.
- If audited financial statements have been prepared by an independent Certified Public Accountant or by an independent licensed public account for the last three (3) years for your corporation or limited

partnership, please provide these. Also include a personal financial statement of the key owners/principals.

- If audited financial statements have not been performed for your corporation or partnership, or if you are an individual, provide a complete and current personal financial statement for you and all partners/officers.
- Provide the names, addresses, telephone numbers, and e-mail of at least two commercial or institutional credit references from which you have previously obtained financing. Attach a letter authorizing each credit reference to respond to inquiries from the Army. Include only those persons directly involved with the named financial interests and assure their availability for response.
- Identify the sources, and, if possible, the relative amounts from these sources, from which you expect to derive revenue during implementation and operation of the FLARNG project.
- Discuss the envisioned economics of sharing arrangements between principal members or investors including identification of sources of return to the owners and investors
- Describe your plan for reinvesting revenues earned back to the project itself. This should include anticipated timing and levels of refinancing and the proposed disposition of proceeds from refinancing as well as plans for adjusting the reinvestment approach in response to market standards.
- Provide a description and/or documentation demonstrating the Developer's strategy to obtain financing for this project including anticipated costs and why this strategy offers the best value to the government. Discuss your capability to secure operating capital for the project as well as your capability to secure payment or performance bonds (or other types of security) for the envisioned FLARNG Snake Creek project.

3.9.4 SECTION IV – DEVELOPMENT PLAN: This factor will be used to evaluate and demonstrate that the applicant has a clear understanding of the anticipated design and construction elements of the project. Specifically, the applicant shall submit a detailed narrative describing the applicant's proposed project concept, approach and vision, including an accurate overall description of the intended project design and construction methodology. Place special emphasis on how your approach addresses the entire project and how it demonstrates a clear understanding of the scope and complexity associated with the project. Your description should include a discussion of planned steps to ensure development of research and development and office space facilities consistent with the surrounding area. This discussion should include contract management practices that will ensure execution of the plan as designed to private sector standards. The project concept shall include, but is not limited to, the following items: 1) quality control plan; 2) safety plan; 3) phasing/sequencing including detailed logic diagram with major milestones (i.e. notice to proceed, design completion, obtaining the building permit, subcontractor selection, certificate of occupancy); and 4) project coordination (i.e.

A&E involvement). The Army is seeking a developer that will bring creativity and innovation to this project.

3.9.5 SECTION V – MARKETING PLAN: This factor will be used to evaluate and demonstrate that the applicant has an understanding of the type of uses and sub-tenancies for this site consistent with the Army's goals and objectives. Specifically, the applicant should submit a detailed narrative describing how the applicant will market the site to maximize its potential and create optimal absorption. Summarize the prospective developer's team experience marketing the proposed product type(s). Include resumes of key brokerage personnel. Discuss the site's competitive advantages/disadvantages relative to competing properties in the market area.

3.9.6 SECTION VI – PROPERTY MAINTENANCE/MANAGEMENT: This factor considers the applicant's capability to understand and address the project's property maintenance/management responsibilities including maintenance, repair, operations, and management experience. Specifically, the Developer should provide their approach to maintenance/management of the project in accordance with private sector standards, as well as describe previous comparable projects where they have performed similar functions. In addition, the Developer should include detailed information (i.e. resume) on personnel that will be involved in the FLARNG Snake Creek project.

3.9.7 SECTION VII – CAPABILITY/QUALIFICATIONS:

3.9.7.1 STAFFING PLAN: Please provide the following:

- Describe your organizational approach to executing your responsibilities, providing the overall project coordination, and responding to the Army during all phases of the project. Include an organizational chart and staffing plan that demonstrates your capability of carrying out all functions required for this project. If applicable, present a timetable for hiring any additional staff.
- For each year from 1995 to the present, summarize your workload, expressed in terms of the annualized dollar value of the projects being developed and the number of full-time staff engaged in managing project development.
- Discuss the extent to which you are planning to commit staff and other resources to the project and development of the Business and Leasing Plan.

3.9.7.2 QUALIFICATIONS OF KEY PERSONNEL: Please provide the following:

- Identify your key personnel and their respective roles during development of the Plan. Key personnel are those persons considered critical to the accomplishment of the required services. Indicate the extent to which your key personnel have worked

together as a team on projects of this financial magnitude or greater.

- Provide a resume for each of your key personnel. Key personnel are those who are considered critical to the accomplishment of the Plan. Resumes, which are limited to one-page, must include a description of the individual's duties and responsibilities, education, knowledge, skills, expertise, and other qualifications relevant to development of the Plan.
- Attach a statement to the resume for each of your key personnel defining the extent of their availability and corporate commitment. The resume for each person must clearly indicate whether the person is or is not currently your employee and, if not so employed, what kind of commitment or offer of employment your firm has been made to assure availability of this person during the development of the Plan.

3.9.8 SECTION VIII – ACHIEVEMENT OF ARMY GOALS, CONCEPTS

AND OBJECTIVES: This factor considers the extent to which the applicant's approach indicates an understanding of the Army's goals and a realistic approach to accomplishing them. Specifically, Developers should describe how this approach and how the goals of the Army will be achieved during the project term.

3.9.9 SECTION IX – EXPERIENCE IN COMMUNITY RELATIONS:

Explain your philosophy and specific approach to managing community relations. With respect to projects you listed under "Relevant Project Experience," describe your experiences in managing relations with the surrounding community.

3.10 SOURCE SELECTION EVALUATION PROCESS: An evaluation team will evaluate each application. The team will determine the overall value of the application to the Army and the potential for meeting the goals of the leasing arrangement, in accordance with the evaluation factors previously stated. Therefore, the application should contain all information that the Developer deems is needed by the Army to make a selection. Applications will be evaluated on their own merit, independently and objectively. While the government does not intend to meet with Developers regarding revisions to their applications prior to any oral presentations, the Army may contact Developers to clarify certain aspects of their application or to correct clerical errors. The information submitted in your written proposal will be reviewed by the evaluation team prior to any oral presentation. This will allow the team members time to become familiar with your firm's experience, project approach, financial capabilities, and to generate questions that may be posed in anticipation of any oral presentation. The Army reserves the right to include all or short-list offerors into a competitive range before or after any oral presentations.

After the final evaluation of the applications, the Army will select the applicant whose application offers the best overall value. Selection will be based on an integrated assessment of the factors set forth in Section 3.0. Upon selection, the Army and the

Developer will commence work, as outlined in this Lease Proposal, with the intent to enter into a leasing arrangement.

4.0 EVALUATION CRITERIA

4.1 APPLICATION EVALUATION PROCESS: Each individual evaluation factor will be rated as indicated below. The evaluators will assign one of the following ratings to each factor:

- **Exceptional Plus (E+):** The offeror has addressed substantially all of the elements in this factor in a manner that demonstrates superior added value above a satisfactory response for substantially all of the elements.
- **Exceptional (E):** The offeror has addressed many of the elements of this factor in a manner that demonstrates superior added value above a satisfactory response and has addressed substantially all of the remaining elements in this factor in a manner that demonstrates high added value above a satisfactory response.
- **Acceptable Plus (A+):** The offeror has addressed many of the elements of this factor in a manner that demonstrates some added value above a satisfactory response and has addressed substantially all of the remaining elements in this factor in a manner that demonstrates a satisfactory response.
- **Acceptable (A):** The offeror has addressed substantially all of the elements in this factor in a satisfactory manner.
- **Unacceptable (U):** The offeror has failed to address substantially all of the elements of this factor in a satisfactory manner or has simply failed to address substantially all of the elements in this factor.
- **Neutral:** This rating will only be used to evaluate an offeror in the past performance evaluation factor. The offeror did not have a sufficient history that could be evaluated in a level of detail that allowed the evaluation team to draw a conclusion about the offeror's past performance.

4.2 In addition, the evaluators will assign an overall rating to each proposal as indicated below:

- **Exceptional Plus (E+):** The offeror has addressed substantially all of the elements in all of the factors in a manner that demonstrates superior added value above a satisfactory response.
- **Exceptional (E):** The offeror has addressed many of the factors in a manner that demonstrates superior added value above a satisfactory response and has addressed substantially all of the remaining factors in a manner that demonstrates high added value above a satisfactory response.

- **Acceptable Plus (A+):** The offeror has addressed many of the factors in a manner that demonstrates some added value above a satisfactory response and has addressed substantially all of the remaining factors in a manner that demonstrates a satisfactory response.
- **Acceptable (A):** The offeror has addressed substantially all of the factors in a satisfactory manner.
- **Unacceptable (U):** The offeror has failed to address substantially all of the factors in a satisfactory manner or has simply failed to address substantially all of the factors.

4.3 The evaluators will justify the evaluation factor rating by drawing upon the strengths, weaknesses, and risks identified for each of the evaluation factors. In addition to the ratings above, a risk rating will be assigned to each of the individual factors. The purpose of this rating is to assess the level of risk associated with each offeror. The evaluators will assign one of the following ratings to each of the individual factors:

- **Low Risk:** Any weaknesses identified by the evaluators have little potential to cause disruption to the planning and implementation phases. Normal contractor/government effort and monitoring will probably minimize any difficulties.
- **Moderate Risk:** These are weaknesses identified by the evaluators that can potentially cause disruption to the planning and implementation phases. Special contractor/government emphasis and close monitoring will probably minimize any difficulties.
- **High Risk:** These are weaknesses identified by the evaluators that have the potential to cause significant disruption to the planning and implementation phases even with special contractor/government emphasis and close monitoring.

The evaluators will document the weaknesses and their potential impact on disruption to the planning and implementation phases of the installation specific projects to justify the contractor selection rating. Orals will be evaluated on the same basis as the written proposals and blended into the final evaluation.

5.0 ARRANGEMENTS FOR INSPECTION OF SITE

Arrangements can be made for inspection of sites included in this NOL. To make such arrangements contact the 1-124th Infantry Regiment directly during the normal duty hours of 0700-1630 (EST) at the numbers indicated below. Arrangements should be made with a minimum of 24 hours advance notice:

- MAJ Ralph Ribas: 305-536-0203

- SSG Matthew Wiggins: 305-536-0209

6.0 POINTS OF CONTACT

6.1 INFORMATION AND CLARIFICATIONS: Questions, clarifications, inquiries on leasing issues, title and general information requests can be directed to the following:

Office	Name	Address	Phone & Fax
U.S. Army Corps of Engineers, Baltimore District ATTN: Real Estate Division	Robert Penn	10 South Howard Street Baltimore MD 21201 Mailing Address: PO Box 1715 Baltimore MD 21203-1715 Email: bob.penn@nab02.usace.army.mil	P 410-962-3000 F 410-962-4922
U.S. Army Corps of Engineers, Baltimore District ATTN: Real Estate Division	Joe Consoli	10 South Howard Street Baltimore MD 21201 Mailing Address: PO Box 1715 Baltimore MD 21203-1715 Email: joseph.consoli@nab02.usace.army.mil	P 410-962-5166 F 410-962-0866

APPENDIX A

CONFLICT OF INTEREST CERTIFICATION

The Offeror hereby certifies that BearingPoint did not assist in the development of this proposal for the Florida Army National Guard Snake Creek Enhanced Use Leasing Project.

Name: _____

Company: _____

Date: _____

Signature: _____

This form should be signed by the person authorized to represent the significant parties comprising the project team and should be included in the Offeror's proposal.

APPENDIX B

ENVIRONMENTAL AND CULTURAL

The Environmental Baseline Survey (EBS) was prepared in advance of the potential outgrant of the North Portion (North of Snake Creek Canal) of the Snake Creek Local Training Area (Snake Creek LTA) property dated February 1999.

The survey included reviews of available current and historic reports, data, analyses, records, and photographs pertaining to the subject site. An inspection of the property and interviews with knowledgeable personnel regarding the site history and environmental condition were also conducted.

Northern Property (North of Snake Creek Canal)

1. Fencing of the property is of poor quality and is not well maintained. In some areas, the tangled exotic vegetation on the property borders is all that keeps the animals pastured there on site.
2. There are several areas on this site that are used to store used tires and other unauthorized items.
3. Several herbaceous invasive species were noted in the pasturelands. Noted were Tropical Soda Apple and Melaleuca.
4. Near the midpoint east and west, there is an obvious slough containing Willow and other wetland vegetation. Due to the existing grazing and presence of commercial beef cattle on the site personnel did not investigate this wetland area any further. This grazing is unauthorized by the FLARNG, and no lease is in existence for this activity.

The Northern portion of the subject property is classified as a contamination **CATEGORY 1** property (Areas where no storage, release, or disposal of hazardous substances or petroleum products has occurred, including no migration of these substances from adjacent areas).

The Florida National Guard, Snake Creek Training Site was surveyed for threatened and endangered species of plants and wildlife, other species of importance and habitats. The purpose of the survey was to locate any of these listed species, report on the condition of the habitats and assess the condition of the site.

Surveys were conducted in summer and fall of 2001.

All species of wildlife seen were typical of degraded and urban environments. There was no federally listed wildlife species seen or expected based on the lack of native habitats. A number of state listed birds were observed such as the snowy egret (*Egretta thula*) (Species of Special Concern) along with American kestrel (*Falco sparverius paulus*) (Threatened) but these birds are commonly found throughout the area in similar disturbed habitats. No federally listed species of plants were found and only two plants of a state listed species were found (Coontie, *Zamia pumila* and Royal Fern, *Osmunda regalis*). This state listed species is in the Commercially Exploited category that is of no consequence if the plant is not sold.

SNAKE CREEK EUL – FINAL VERSION NOL

As is typical for many areas of Miramar, some wetland mitigation and flood plain compensation will likely be required. There are wetlands located on the western portion of the site, where an Environmental Resource Permit (ERP) and mitigation would be required. Interim urban development and farming have changed the hydrology of the land, especially in areas lying outside of the high water table, such as the canal, ditches, and wetlands).

The land is approximately five feet above mean sea level in elevation and is flat. According to FEMA, the subject is in 100-year flood plain (zone AD) as is the whole City of Miramar. Displacing flood plain will require floodplain compensation at a 1:1 ratio within the same drainage basin.

All of the soils on the property are poorly drained. The dominant soil type on site is Margate Fine Sand. Also found on site are Basinger fine sand, Plantation Muck, and modified Hallandale and Margate soils surrounding the buildings.